

USE AND OCCUPANCY AGREEMENT

This 15th day of May, 1963, Notre Dame Academy, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts (the "Academy") and Boston Redevelopment Authority, a body politic and corporate, organized and existing under the laws of said Commonwealth (the "Authority") hereby agree as follows:

1. The Authority has this date purchased from the Academy a parcel of land with buildings and structures thereon located in the Roxbury District of the City of Boston, which land is indicated on the sketch plan attached to this Agreement and made a part thereof. The Authority hereby agrees to permit the Academy to have exclusive use and occupancy of all of said land for the sum of \$18,000, and of Parcels 2 and 3 from this date forward for the sum of \$14,000 per year use and occupancy charge, payable monthly, in advance on the first day of each month commencing June 1, 1963, so long as the Academy shall use said parcels, except as specified below. The Academy shall be responsible for all utilities, repairs and services during its period of use. The Academy agrees to vacate Parcel 1 forthwith on request of the Authority and to vacate Parcel 2 on the request of the Authority on ten days' written notice, and to vacate Parcel 3 on ten days' written notice given after September 15, 1965. In the event that Parcel 2 is vacated as provided herein, the charge shall be reduced equitably.

2. The Authority agrees to erect promptly at its cost a chain link or solid wooden fence at least six feet in height along the line between Parcel 1 and Parcel 3, and further agrees to erect such a fence along the lines between Parcels 2 and 3 if it should take possession of said Parcel 2 and authorize the commencement of construction thereon.

3. The Academy agrees to permit the Authority, its agents and designees, access onto Parcels 2 and 3 during normal business hours during the period while said premises or any portion thereof are in its possession for the purposes of taking soil borings, relocating or replacing utility lines, surveys, and other activities preparatory to construction.

4. The Academy agrees to permit the Authority to stock pile top soil on Parcel 2 during the course of construction on Parcel 1.

5. The Academy agrees to pay, indemnify, and save harmless the Authority from all suits, actions, claims, demands, damages or losses, expenses and/or costs of every kind and description to which the Authority may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of, any act of commission or omission of the Academy, its agents or employees, its contractors or subcontractors, in the use of the licensed premises pursuant to this Agreement, and correspondingly the Authority agrees to pay, indemnify, and save harmless the Academy from all suits, actions, claims, demands, damages or losses, expenses and/or costs of every kind and description to which the Academy may be subjected or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Authority, its agents or employees, its contractors or subcontractors, in the use of the premises licensed to the Academy or upon parcels within its exclusive use and control pursuant to this Agreement. Each party hereto shall give notice of any such suits, claims, actions, demands, damages or losses, expenses or costs to the other party forthwith and shall not object to the intervention of the other party in any suit or action arising out of such claims, demands, damages, losses, expenses or costs.

NOTRE DAME ACADEMY

By Lecilia M. Brogan
Sister Miriam of the B.G.
S.N.D.

BOSTON REDEVELOPMENT AUTHORITY

By Frederic J. [Signature]